

**IN THE UNITED STATES DISTRICT COURT
FOR THE WESTERN DISTRICT OF TEXAS
MIDLAND/ODESSA DIVISION**

KEVIN O. BUTLER, <i>Plaintiff,</i>	§ § § § § § § § §	No. 7:19-cv-00252
v.		
RENE HINKLE AND BROOKS HINKLE, <i>Defendants.</i>		

DEFENDANT RENE HINKLE’S NOTICE OF REMOVAL

Defendant Rene Hinkle (“Ms. Hinkle”) hereby removes the action filed by Plaintiff Kevin O. Butler (“Butler”) in the County Court at Law #1 of Midland County, Texas, Cause No. CC21894, to the United States District Court for the Western District of Texas under 28 U.S.C. §§ 1332 and 1441 for the reasons explained below.

I. STATEMENT OF THE CASE

A. Summary of Case

On September 27, 2019, Butler commenced a cause of action in the County Court at Law #1 of Midland County, styled *Kevin O. Butler v. Dr. Rene Hinkle and Brooks Hinkle*, and numbered CC21894 (the “State Court Action”).¹ Butler’s suit complains of payments made by Ms. Hinkle to Butler in satisfaction of a certain promissory note (the “Note”) for loan proceeds used to purchase Ms. Hinkle’s prior residence, located at 9117 Wildflower Drive, Cheyenne Wyoming 82009.² The premise underlying Butler’s complaint is that Defendants have defaulted on the Note and owe Butler outstanding amounts under the Note.³ Butler asserts causes of action

¹ See Original Petition attached hereto as **Exhibit A**.

² *Id.* at 3.

³ *Id.* at 6

for breach of contract and fraud against Ms. Hinkle.⁴ Butler seeks damages of over \$100,000 but no more than \$500,000.⁵

B. Butler's Allegations

According to Butler's allegations contained in his original petition attached hereto, Defendants approached Butler for a loan to purchase a home in Cheyenne, Wyoming, in 2009.⁶ The Note purportedly evidences a \$200,000 loan.⁷ By its terms, the Note matured in 2014.⁸ Butler asserts Ms. Hinkle made oral promises to "pay back the money. . . ."⁹ The loan proceeds "were used by Brooks Hinkle and Dr. Hinkle as part of a down payment to purchase the large home, located at 9117 Wildflower Drive, Cheyenne, Wyoming 82009. . . ."¹⁰

Brooks Hinkle and Butler signed a letter agreement concerning the \$200,000 loan, which Ms. Hinkle did not sign.¹¹ In a letter dated February 10, 2019, Ms. Hinkle purportedly promised to "pay back the money. . . ."¹² Brooks Hinkle and Ms. Hinkle divorced in Laramie County, Wyoming and entered into a "Child Custody, Child Support and Property Settlement Agreement" filed in Docket No. 174 No. 608, First Judicial District Court, Laramie County, Wyoming on May 18, 2010.¹³ Ms. Hinkle made payments on the Note from 2010 until 2018.¹⁴ On or about August 2, 2018, Ms. Hinkle sent check number 3538 in the amount of \$50,000 to Butler and noted on the check "Final loan payment."¹⁵

⁴ *Id.* at 6-8.

⁵ *Id.* at 3.

⁶ *Id.*

⁷ *Id.*

⁸ *Id.* at 5

⁹ *Id.* at 3.

¹⁰ *Id.*

¹¹ *Id.* at 4.

¹² *Id.*

¹³ *Id.*

¹⁴ *Id.* at 5.

¹⁵ *Id.*

II. BASIS FOR DIVERSITY JURISDICTION

The Court may exercise jurisdiction under 28 U.S.C. § 1332(a) because the parties are completely diverse and the amount in controversy exceeds \$75,000. Diversity jurisdiction exists if there is “complete diversity between all named plaintiffs and all named defendants, and no defendant is a citizen of the forum State.” *Lincoln Prop. Co. v. Roche*, 546 U.S. 81, 84 (2005).

A. The Parties are Citizens of Different States

The parties to this suit are diverse. Plaintiff is an individual who resides in Midland, Midland County, Texas.¹⁶ Ms. Hinkle is an individual who resides at 1423 Marie Lane, Cheyenne, Wyoming 82009.¹⁷ Defendant Brooks Hinkle is an individual who resides in Colorado.¹⁸

B. The Amount in Controversy Exceeds \$75,000

The face of the petition reveals the amount in controversy exceeds \$75,000. Specifically, Butler pleads that the “amount in controversy . . . is between \$100,000.00 and \$500,000.00.”¹⁹

III. PROCEDURAL REQUIREMENTS HAVE BEEN SATISFIED

Removal of this action is timely under 28 U.S.C. § 1446(b) as this action was filed on September 27, 2019. Notice has been sent to the state court regarding the removal of this action. Pursuant to 28 U.S.C. § 1446(a), a true and correct copy of all of the process, pleadings, and orders on file in the State Court Action, or sent by facsimile to defendants in the State Court Action is attached hereto.

¹⁶ See **Exhibit A** at 1.

¹⁷ *Id.*

¹⁸ *Id.*

¹⁹ *Id.* at 3.

IV. CONCLUSION

The Court may exercise diversity jurisdiction over this action. The parties are diverse. And, based on Butler's claims for relief, the amount in controversy exceeds \$75,000.

Dated: October 24, 2019.

Respectfully submitted,

KELLY HART & HALLMAN, LLP
P.O. Box 3580
Midland, Texas 79701
(432) 683-4691
(432) 683-6518 Fax

By: /s/ Anna Brandl
Anna Brandl
SBN 24042271
anna.brandl@kellyhart.com
Tiffany Means
tiffany.means@kellyhart.com
SBN 24085711

**ATTORNEYS FOR DEFENDANT
RENE HINKLE**

CERTIFICATE OF SERVICE

I hereby certify that a true and correct copy of this instrument was served on all parties represented through counsel through CM/ECF and/or by email pursuant to the Federal Rules of Civil Procedure on this 24th day of October, 2019, as follows:

Robert K. Whitt
rkwhitt@rkwhitt.com
ROBERT K. WHITT
P.O. Box 53225
Midland, Texas 79710
(432) 686-2000

Randy Lee
randyleeattorney@gmail.com
705 West Wadley, Suite 210-1
Midland, Texas 79705
(432) 638-0895

ATTORNEYS FOR PLAINTIFF

/s/ Anna Brandl
Anna Brandl